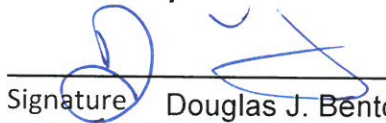


**Town of Paradise
Alternative Program Debris Removal
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	65,000. ⁰⁰
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	105,000. ⁰⁰
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	105,000. ⁰⁰
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	65,000. ⁰⁰
Site 5 – Residence, 5733 Pentz Road (2,189)	70,000. ⁰⁰
TOTAL	\$ 410,000. ⁰⁰

*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:


Signature Douglas J. Benton, President

March 5, 2019

Date

Business Name/Address/Phone Number:

Business Name: Sierra Mountain Construction, Inc.

Address: 13919 Mono Way, Sonora, CA 95370

Telephone Number: 209-928-1900

Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

We, Sierra Mountain Construction, Inc., as Principal, and Hartford Fire Insurance Company, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 28, 2019

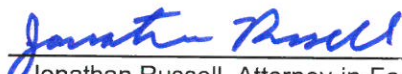
Sierra Mountain Construction, Inc.

By:


Douglas J. Benton, President

Hartford Fire Insurance Company

By:


Jonathan Russell, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: EDGEWOOD PARTNERS INSURANCE CENTER

Agency Code: 57-141991

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Patricia Lynn Drew, Deepa Neupane, Jonathan Russell, Kathleen Beck, Jeff Parkhurst of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 28, 2019**
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

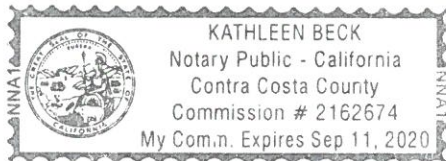
STATE OF CALIFORNIA

County of Contra Costa

On February 28, 2019 before me, Kathleen Beck, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: February 28, 2019

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Hartford Fire Insurance
Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Tuolumne }

On 3.5.19 before me, Kaitlin Paige Rigmaiden - Notary
(Here insert name and title of the officer)

personally appeared Douglas J. Benton,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose
name(~~s~~) ~~is/are~~ subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by
his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of
which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ADDENDUM NO. 1

**Alternative Program Debris Removal
Contract 19-04**

February 20, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.


CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Has the Town completed required asbestos site surveys for any of the project locations?

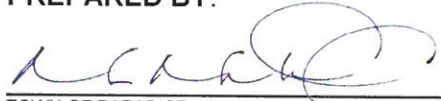
ANSWER 1: No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

=====

BIDDER:

Sierra Mountain Construction, Inc.
NAME
13919 Mono Way
ADDRESS 1
Sonora, CA 95370
ADDRESS 2
 February 20, 2019
SIGNATURE DATE

PREPARED BY:

 2/20/2019
TOWN OF PARADISE DATE

END OF ADDENDUM

ADDENDUM NO. 2

Alternative Program Debris Removal Contract 19-05

February 27, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there a planned job walk for the project?

ANSWER 1: No, however, contractors are allowed to inspect worksites during normal business hours.

QUESTION 2: Is there a bid, payment and performance bonds required for the project?

ANSWER 2: Yes, please see below and attached to this addendum.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Bidder's Bond:

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

2. Payment and Performance Bond:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

BIDDER:

PREPARED BY:

Sierra Mountain Construction, Inc.

NAME

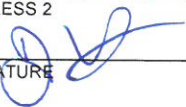
13919 Mono Way

ADDRESS 1

Sonora, CA 95370

ADDRESS 2

SIGNATURE



February 27, 2019

DATE

TOWN OF PARADISE

DATE

END OF ADDENDUM (PLUS ATTACHMENTS)

Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

We, _____, as Principal, and _____, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2019

By: _____

By: _____

Bond of Faithful Performance

Alternative Program Debris Removal Contract No. 19-05

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of Alternative Program Debris Removal, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney

Town of Paradise

Payment Bond

Alternative Program Debris Removal

Contract No. 19-05
(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: Alternative Program Debris Removal.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$_____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2019

By: _____
Principal

By: _____
Attorney-in-Fact

ADDENDUM NO. 3

**Alternative Program Debris Removal
Contract 19-04**

February 28, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there an Engineer's Estimate for the subject project?

ANSWER 1: Yes, \$300,000.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

BIDDER:

Sierra Mountain Construction, Inc.

NAME

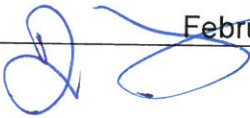
13919 Mono Way

ADDRESS 1

Sonora, CA 95370

ADDRESS 2

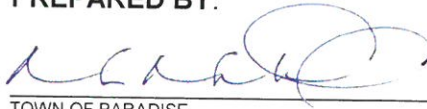
SIGNATURE



February 28, 2019

DATE

PREPARED BY:



TOWN OF PARADISE

2/28/19

DATE

END OF ADDENDUM